UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN KE.	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof
70.1	Chapter 7
Debtor.	Hon. Daniel Opperman
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	
v.	
(
JOHN A. METZGER, JR.,	
Defendant.	
/	

MIDE.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial, pursuant to Fed.R.Bankr.P. 7056 and Fed.R.Civ.P. 56, moves this honorable Court for entry of a summary judgment against Defendant John Metzger and, in support thereof, says as follows:

1. On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a November 13, 2007 loan assignment between Huntington National Bank and AmeriCredit Financial Services, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.

- 2. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.
- 3. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.
- 4. In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.
- 5. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.
- 6. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.
- 7. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.
 - 8. At the time that Defendant applied for the motor vehicle loan, he made materially false

statements regarding the purchaser of the vehicle and did not disclose that he was a straw purchaser who was purchasing the vehicle for Heidi Ann Wilson. Defendant had actual knowledge that he was a straw purchaser, but did not disclose this material fact to the lender. Defendant's failure to disclose the straw purchase caused the lender to have the false impression that this was not a straw purchase and that Defendant was purchasing the vehicle for his own personal use and for himself. When Defendant failed to disclose that this was a straw purchase, Defendant knew that the failure would create a false impression and intended that the lender rely on the resulting false impression and the lender did rely on this false impression in making the loan to Defendant.

- 9. Additionally, in applying for and obtaining the loan, Defendant made a material representation that the purchase was made by Defendant for himself. This representation was made in connection with obtaining the financing for the purchase of the vehicle. This representation was false when made and the financing would not have been made, if Defendant had not made this representation. Plaintiff has sustained a loss as a result of the financing that was provided to Defendant to purchase the vehicle and Plaintiff's loss has benefitted Defendant.
- 10. Further, in conjunction with obtaining financing for the purchase of the vehicle, Defendant made a representation that he was the purchaser of the vehicle and this was a representation of material fact. This representation was false when made and Defendant knew it was false when made and/or Defendant made it recklessly without knowing whether it was true. Defendant made the representation with the intent that the lender rely upon it and the lender did rely upon it in extending credit to Defendant.
- 11. Also, after purchasing the vehicle, and obtaining possession of it, and after granting a lien on the vehicle to Plaintiff, Defendant converted and/or damaged the collateral by transferring it to Heidi Ann Wilson.

12. Defendant has admitted that he was a straw purchaser for Wilson and that he defrauded Plaintiff. These admissions are made in Defendant's Answer to Plaintiff's adversary proceeding Complaint.

13. The aforestated acts of Defendant constitute false pretenses and/or fraud as enumerated under 11 USC Section 523(a)(2)(A) and (a)(6).

14. The aforestated acts of Defendant constitute conversion and willful and malicious injury by Defendant to Plaintiff or Plaintiff's property as enumerated under 11 USC Section 523(a)(6).

15. Pursuant to the provisions of 11 USC Section 523(a)(2)(A) and/or (a)(6), the acts of Defendant render the obligation to Plaintiff non-dischargeable.

16. Because Plaintiff already obtained a state court judgment against Defendant for the loan balance, and because Defendant has admitted the allegations of Plaintiff's Complaint and he was a straw purchaser and he defrauded Plaintiff, and these admissions are contained in Defendant's Answer and Affirmative Defenses, there is no genuine issue as to any material fact and Plaintiff is entitled to a judgment as a matter of law pursuant to Fed.R.Bankr.P. 7056.

WHEREFORE, Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial prays that this honorable Court grant its Motion and enter a summary judgment against Defendant and in favor of Plaintiff determining that the debt due Plaintiff is excepted from discharge, and awarding Plaintiff its attorney's fees and court costs incurred in this adversary proceeding, and for such other and further relief as may be appropriate under the circumstances.

Dated: 4 11 12

S. Thomas Padgett (P31748)

DeBrincat, Padgett, Kobliska & Zick

Attorney for Plaintiff

34705 W. Twelve Mile Road, Suite 311

Farmington Hills, Michigan 48331

(248) 553-4333

Michiganlawyer@aol.com

EXHIBIT 1

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you a copy of our Customer Information Privacy Notice.	Corporation or Other Business Emity Signature
Individual Borrower Signature(s)	Typed Name of Company:

Exhibit 1

ADDITIONAL TERMS — CONTINUED FROM REVERSE SIDE ADDITIONAL GENERAL TERMS

Default

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LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST OF PROVIDED FOR IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The Huntington National Bank
Signature of Authorized OFFICER:
Print Name of Authorized OFFICER: ANOY OHLER VICE FRESIDENT
Date: 1760
ASSIGNEE: AmeriCredit Financial Services, Inc. AmeriCredit Consumer Loan Company, Inc.
Signature of Authorized OFFICER:
Print Name of Authorized OFFICER: Will Ed. Willy SUP
Date:

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EXHIBIT 2

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EXHIBIT 3

2nd Copy - Plaintiff

STATE OF MICHIGAN

CASE NO.

67-3 JUDICIAL DISTR	no 🖺	JUDGMENT			CASE NO.
JUDICIAL CIRC	70 t	Claim and Delivery			GZC-08-2
	Saginaw St., Mt. Morris, MI 48458			Telephone no	o. 810-686-7140
Plaintiff(s)		7	Defendant(s)		
AmeriCredit Financial Serv	vices	V	John A. Metger		
		'	John Fr. Morgot		
	- <u>Van</u>	뒥	[2]		
S. Thomas Padgett (P3174 DeBrincat and Padgett	8)			JUDGMENT	
34705 W. 12 Mile Rd., Suit			The Court finds the p	arty entitled	to possession is:
Farmington Hills, MI 48331			Plaintiff AmeriCredit F	inancial Serv	/ices
			Judgment is entered	against: De	efendant John A.
Plaintiff/Attorney, bar no.		-1	Metzger —		
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			✓ Non appearance	default *	
	gandir gandir gandir			DISMISSAL	
	では、		☐ Without prejudice		☐ With prejudice
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				Is7th Di	STRICT COURT
Defendant/Attorney, bar no); }/(-	•	200 mg	
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*For a defendant on active mil	itary duty, default			Caroly	T I JOHN THE RESERVE THE PARTY OF THE PARTY
judgment shall not be entered	except as provided by	RDER OF	JUDGMENT		
the Servicemembers Civil Rel					
Determined:					
Amount of unpaid debt	\$13,955. <u>58</u>	Total	damages \$	13,955.58	
Value of property	\$7,570.00	Intere	est	\$325.61	
Damages	\$13,955.58	Costs	<u> </u>	\$215.00	**************************************
		Other		\$0.00	This judgment will earn interest
				\$0.00	at current statutory rates.
_	100 100 100		, ,	14,496.19	
The following described	property shall be delivered immedi	ately to	Plaintiff AmeriCredit Fina	ncial Service	S
Describe property	13		Name		
2006 Dodge Stratus, VIN 1 Officer is directed to sean	B3EL46X06N139504, if Defendant fai	is to delive	r the vehicle to Plaintiff, the	e County Sh	eriff, Baliff or Court
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I FURTHER ORDERS:	tr Company				
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Defendant/Attorney	-55 2e4				,
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MC 39

JUDGMENT CLAIM AND DELIVERY

MCL 600.2920, MCR 3.105, USC 521

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN KE.	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof
	Chapter 7
Debtor.	Hon. Daniel Opperman
<i></i>	
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	
v.	
JOHN A. METZGER, JR.,	
Defendant.	
/	

MIDD.

SUMMARY JUDGMENT

THIS MATTER having come before the Court on Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial's Motion for Summary Judgment, the Court having reviewed the Motion and the file, and being otherwise fully advised in the premises; IT IS ORDERED AND ADJUDGED:

- 1. The debt due Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial, from Defendant John A. Metzger, Jr., in the amount of \$8,089.03 on the September 19, 2007 Retail Installment Contract is hereby excepted from discharge.
- 2. In addition, Plaintiff is hereby awarded attorney's fees in the amount of \$500.00 and court costs in the amount of \$293.00 for attorney's fees and court costs incurred in this adversary proceeding.

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U.S.	Bankru	ptcy	Ju	dge

Judgment prepared by:

S. Thomas Padgett (P31748)
Attorney for Plaintiff

Michiganlawyer@aol.com

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN RE:	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof
D 14	Chapter 7
Debtor.	Hon. Daniel Opperman
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	•
v.	
JOHN A. METZGER, JR.,	
Defendant.	
/	

NOTICE OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial has filed papers with the court seeking entry of a summary judgment against Defendant John Metzger.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

If you do not want the court to grant the Motion, or if you want the court to consider your views on the Motion, within 14 days from the date of this Notice, you or your attorney must file with the court a written response or an answer, explaining your position at:

United States Bankruptcy Court 226 W. Second Street Flint, MI 48502

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

You must also mail a copy to:

S. Thomas Padgett, Esquire DeBrincat, Padgett, Kobliska & Zick 34705 W. Twelve Mile Rd., Suite 311 Farmington Hills, MI 48331 If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

S. Thomas Padgett (P31748)

DeBrincat, Padgett, Kobliska & Zick

Attorney for Plaintiff

34705 W. Twelve Mile Rd., Suite 311

Farmington Hills, MI 48331

(248) 553-4333

Michiganlawyer@aol.com

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN RE:	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof
	Chapter 7
Debtor.	Hon. Daniel Opperman
/	
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	
v.	
JOHN A. METZGER, JR.,	
Defendant.	
/	

BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

I. DECLARATION OF PLAINTIFF

In support of the Motion for Summary Judgment, Plaintiff has filed the Declaration of Plaintiff; a photocopy of the Declaration is marked as Exhibit 1 and attached hereto. The Declaration establishes the allegations contained in the Complaint and also establishes that Defendant John Metzger applied for the loan in his individual name and represented that the loan would be made to him and that he would make the payments on the loan. The pertinent portions of the Declaration are:

- 7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.
- 8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.

- 9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.
- 10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.
- 11. Defendant purchased the 2006 Dodge Stratus from Genesee Valley Dodge. Genesee Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office, simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

II. DEFENDANT'S ANSWER AND DEFENSES ADMIT THAT THE PURCHASE OF THE VEHICLE WAS A STRAW PURCHASE AND THAT DEFENDANT DEFRAUDED PLAINTIFF

Attached hereto and marked as Exhibit 2 is Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint. Specifically, in paragraph 10, Defendant admits:

The allegation regarding the conversation is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs; the allegation that Defendant received possession of the vehicle is denied as the vehicle was delivered personally to Ms. Wilson at the dealership, who was present the entire time documents were signed, and Defendant never received possession of the vehicle; the allegation as to what Plaintiff did to recover the vehicle is neither admitted nor denied as Defendant

lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs.

Additionally, in the second affirmative defense, Defendant again admits that the purchase was a straw purchase and that he defrauded Plaintiff:

At all times it was made clear to the Dodge dealership that the vehicle was being purchased by Defendant, but that Ms. Wilson would be in possession of the vehicle. In fact, Ms. Wilson was present for the preparation and signing of all documents and drove off the dealership property with the vehicle. At no time was Defendant ever in possession of the vehicle, and this was a fact fully known by all involved.

As established by the Declaration of Plaintiff, Plaintiff was certainly not aware that this was a straw purchase and would not have provided financing, if it had known that the purchase was for Ms. Wilson and not for Defendant.

III. DEFENDANT'S ACTIONS CONSTITUTE FALSE PRETENSES, FALSE REPRESENTATION, OR ACTUAL FRAUD

In 2003, Judge Rhodes ruled on a claim similar to Plaintiff's adversary proceeding Complaint instantly in the case *In re McManus*, 292 BR 157 (Bkrtcy.E.D.Mi.2003). The salient facts in *McManus* were that the defendant/debtor signed a motor vehicle purchase agreement for the purchase of a 2000 Mercedes, which obligated her to pay 60 payments of \$2,183.69. The debtor confirmed that she signed the contract as a straw purchaser and that she turned over possession of the vehicle to two other individuals in exchange for a payment of \$500.00 for her participation in the transaction. Judge Rhodes found that the debtor knew that she was signing a contract for a vehicle that she had no intent to own and that she did not have any intent to own the vehicle. Judge Rhodes concluded that McManus defrauded the lender and that the debt due the lender is excepted from discharge pursuant to Section 523(a)(2)(A).

Instantly, the Defendant has admitted in his Answer and Affirmative Defenses that he defrauded Plaintiff AmeriCredit.

IV. STANDARD FOR GRANTING A MOTION FOR SUMMARY JUDGMENT

The Sixth Circuit has adapted a series of principles for addressing motions for summary judgment. The principles include:

- 1. The movant must meet the initial burden of showing the absence of a genuine issue of material fact, as to an essential element of the non-moving party's case. This burden may be met by pointing out to the court that the non-moving party having had such an opportunity for discovery and has no evidence to support an essential element of his or her case;
- 2. The non-moving party cannot rely on the hope that the trier of fact will disbelieve the moving party's denial or disputed fact, but must present affirmative evidence in order to defeat a properly supported motion for summary disposition;
- 3. The trial court has no duty to search the entire records to establish that it is bereft of a genuine issue of a material fact; and,
- 4. The on-moving party must do more than simply show that there is some metaphysical doubt as to the material facts and where the record taken as a whole could not lead a rational trier of fact for the non-moving party, the motion should be granted.

See Street v. J.C. Bradford and Co., 866 F.2d 1472, 1479-80 (6th Cir. 1989); and, Nernberg v. Parce, 35 F.3d 247, 249 (6th Cir. 1994).

Instantly, the Declaration of Plaintiff clearly establishes that the loan application was submitted by Defendant, Plaintiff relied on the loan application and made the loan to Defendant, and that Plaintiff was unaware that this was a straw purchase. Because the Defendant has admitted in his Answer and Affirmative Defenses that indeed this was a straw purchase and that he defrauded Plaintiff, there is no genuine issue as to any material fact and Plaintiff is entitled to a judgment as a matter of law.

V. PLAINTIFF IS ENTITLED TO AN AWARD OF ATTORNEY'S FEES AND COURT COSTS PURSUANT TO THE RETAIL INSTALLMENT CONTRACT

Attached to Plaintiff's Motion for Summary Judgment and to the Declaration of Plaintiff is a copy of the Retail Installment Contract signed by Defendant/Debtor John Metzger. On page 2,

under the paragraph entitled "Default costs and expenses" the Retail Contract provides:

If you default, you will have to pay the following costs and expenses we incur to the extent not prohibited by applicable law:

- 1. Our reasonable attorney's fees, if we hire an attorney who is not our employee.
- 2. Court costs.

Pursuant to this provision of the contract, which appears under the subparagraph "Default" at the top of page 2 on the right hand side, Plaintiff is entitled to an award of attorney's fees and court costs incurred in this adversary proceeding.

V. RELIEF REQUESTED

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial requests that a summary judgment be entered against Defendant/Debtor John Metzger determining that the debt due Plaintiff is non-dischargeable, and awarding Plaintiff its attorney's fees and court costs incurred in this adversary proceeding.

Date: 4 11 12

S. Thomas Padgett (P31748) DeBrincat, Padgett, Kobliska & Zick

Attorney for Plaintiff

34705 W. Twelve Mile Road, Suite 311

Farmington Hills, Michigan 48331

(248) 553-4333

michiganlawyer@aol.com

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN RE:	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof Chapter 7
Debtor.	Hon. Daniel Opperman
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	·
Plaintiff,	
v.	,
JOHN A. METZGER, JR.,	
Defendant.	

<u>DECLARATION OF PLAINTIFF AMERICREDIT FINANCIAL SERVICES, INC.</u>, D/B/A GM FINANCIAL IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

- I, Amy Parker, declare, state, and say as follows:
- 1. I am employed by AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Legal Specialist and have been so employed since 2006. I am making this Declaration on behalf of Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial.
- 2. The statements made in this Declaration are true and correct. If I am called to testify regarding the statements made in this Declaration, I am competent to do so. The statements made in this Declaration are based upon my personal knowledge or a review of the books and records of AmeriCredit Financial Services, Inc., d/b/a GM Financial, which books and records were prepared, maintained and kept in the regular course of business by a person with knowledge at or about the time of the events or occurrences that are referenced in the records as having occurred or happened.

- On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a loan assignment dated November 13, 2007, between Huntington National Bank and AmeriCredit Financial Services, on November 13, 2007, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.
- 4. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.
- 5. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.
- In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.
- 7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

- 8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.
- 9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.
- 10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.
- Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit

manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office, simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

12. Further, the Retail Installment Contract that was signed by Defendant John Metzger to purchase the 2006 Dodge Stratus was made payable to Huntington National Bank; a copy of that contract is marked as Exhibit 1 and attached hereto. That contract that Defendant John Metzger signed on September 19, 2007, which is made payable to Huntington National Bank, was sold and assigned to Plaintiff AmeriCredit on _________. The particular documentation evidencing the assignment of the John Metzger Retail Installment Contract is marked as Exhibit 4 and attached hereto.

I declare under penalty of perjury that the above statements are true to the best of my information, knowledge and belief.

FURTHER DECLARANT SAYETH NAUGHT.

Dated: 3/00/12

BHuntington Personal Loan Agree	ement - Fixed Railows
that is a light directly from the HUNTINGTON NATIONAL BANK to you. The te perage, who signs this agreement, this agreement stores the terms	
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ADDITIONAL TERMS — CONTINUED FROM REVERSE SIDE ADDITIONAL GENERAL TERMS

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Dating of mailing

MC 39 (6/04) JUDGMENT CLAIM AND DELIVERY

MCL 600.2920, MCR 3.105, USC 521



LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST OF PROVIDED FOR IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The Huntington National Bank
Signature of Authorized OFFICER:
Print Name of Authorized OFFICER: ANDY OHLER VICE FRESIDENT
Date: 11/6/107
ASSIGNEE: AmeriCredit Financial Services, Inc. AmeriCredit Consumer Loan Company, Inc.
Signature of Authorized OFFICER: 2
Print Name of Authorized OFFICER: Low & Ear Wirlly SUP
Date: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

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984 983	10/01/07 10/01/0?	43640046 8 436400477	20072741419340-10/5/20 20072741722040-10/5/20		GAP Third Party	1012206312 1010100071	12898 NY 36018 OH
983	10/01/07	435400485	20072741732520 10/5/20	07 12:00:00,000 AM	Ord Tiberrey	1105405850	15441 KY
989 964	10/01/07	438400493 435408519	20072741752129 10/5/20 20072741754160 10/5/20		GAP Third Party	1105404138 1010205195	22369 KY 25507 AZ
983	10/01/07 10/01/07	436400527	20072741819400 10/5/20		HNB Gap	1105401807	83413 KY
984	10/01/07	436400535	20072741821380 10/5/20		C. D Third Pachs	1010406398 1157408872	32778 NV 15837 NC
984 984	10/01/07 10/01/07	436400643 436400550	20072741841570, 10/5/20 20072741844190, 10/5/20		GAP Third Party	1012206312	12898 NY
984	10/01/07	436400568	2007274185/2140 10/5/20		PAD Think Books	1012206312 1012000607	12696 NY 17284 PA
. 983 983	10/01/07 10/01/07	438400576 436480584	20072741901420 10/5/20 20072742028440 10/5/20		GAP Third Party HNB Gap:	1031204620	39670 OH
984	10/02/07	436400592	20072751030545 10/6/20		·	1012206325	84761 NY 90756 TN
983 983	10/02/07 10/02/07	436400630 436400618	20072761139060 10/6/20 20072751227040 10/5/20		GAP Third Party	1105204212 1084900818	14.178 IN
983	10/02/07	436400626	20072751230480 10/5/20	07 12:00:00:000 AM		1105404577	29961 KY
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983	10/02/07	436400858	20072751541250 10/5/20	07 12:00:00:000 AM		1105000871	48068 KY
983 984	10/02/07 10/02/07	438400667 436400675	20072751840230 10/5/20 20072751646480 10/5/20		GAP Third Party	1105100654 1012206511	48237 IN 38147 NY
963	10/02/07	438400883	20072751718600 10/5/20	07 12:00:00.000 AM	HNS Gap	1042306683	15438 WV
983 983	10/03/07 09/27/07	436400691 436400709	20072761033010 10/5/20 20072761236570 10/5/20		GAP Third Party	1084004990 1021008122	30967 IN 34778 OH
984	10/03/07	436400717	20072761346250 10/5/20	07 12:00:00:00:000 AM	•	1012206395	18530 NY
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983. 983	10(04/07 09/05/07	436400758 436427646	20072771003170 10/5/20 20072481328590 10/9/20		HN9 Gap	1105403647	83376 KY 21238 PA
893	09/08/07	436427652	20072511701470 10/9/20	07 12:00:00 000 AM		1021003522	57-163 OH
983 983	09/09/07 09/10/07	436427660 436427688	20072521706270 10/9/20 20072531457460 10/9/20		GAP Third Party GAP Third Party	1042706128 1105204228	83426 OH 24888 TN
984	7,711,00	438427694	20072541832250 10/9/20	07 12:00:00,000 AM	GAP Third Party	1010205463	25537 AZ
984 984	10/03/07 09/17/07	436427762 436427710	20072781355220 10/9/20 20072601153030 10/9/20			1012206433 1012206512	49021 NY 12898 NY
984	09/17/07	436427728	20072601202020 10/9/20	07 12:00:00.000 AM		1012206618	84774 NY
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904	09/18/07	436427769	20072611355100 10/9/20	107 12:00:00.000 AM		1012206433	49021 NY
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683	09/18/07	435427793	2007261171-4490 10/9/20	D7 12:00:00:000 AM		1084001136	14316 IN
984 983	09/19 / 07 09/19 / 07	436427801 436427827	20072621121189 10/0/20 20072621254080 10/0/20		GAP Third Party GAP Third Party	1019408448 1042704599	910 NV 29818 CH
983	09/19/07	436427835	20072821830399 10/9/20	07 12:00:00.000 AM	GAP Premier	1010100214	36155 OH
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993	09/20/07 08/20/07	436427850 436427868	20072631659370 10/9/20	07 12:00:00 D00 AM		1021003968	27278 OH
283 284	09/21/07	436427875	20072632020340 10/9/20			1042000484 1012206918	30068 OH 17929 NY
983	09/20/07 09/21/07	436427918 438427925	20072632106330 19/9/20 20072640949110 10/9/20	07 12:00:00:090 AM	HNB Gap	1042200608	48253 IN
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583	09/21/07	436427967	200726415.48340 10/9/20	07 12:00:00,000 AM	GAP Third Party	103 1 105813	39600 PA 33875 WV
963 983	09/21/07 09/22/07	436427978 436427983	20072641728580 10/8/20 20072650953280 10/9/20		GAP Third Party	1042306149 1021004804	23702 OH
984	09/22/07	436427991	20072851019470 10/9/20	07 12:00:00 000 AM		1012206325	84761 NY
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\$83	09/22/07	435428023	20072651504180 10/9/20	07 12:00:00.000 AM	HMB Gap	1021001502	87817 OH
983 984	09/22/07 09/23/07	436428031 430428049	200726516.43080 10/9/20 20072661806346 10/9/20		GAP Premier GAP Third Penty	1084001136 1010204652	14118 IN 530 ÄZ
963	D9/24/07	436428056	20072662026330 10/9/20	D7 12:00:00.000 AM	GAP Thard Party	1010100179	63503 OH
984 984	09/24/07 09/24/07	438428064 438428072	20072671340080 10/9/20 20072671555210 10/9/20		GAP Third Pivity GAP Third Party	1010205218 1010205330	542 AZ 10711 AZ
983	09/24/07	438428098	20072671720580 10/9/20	07 12:00:00.000 AM		1021002185	57142 OH
903	09/24/07	438428106	20072671756150 10/9/20	07 12:00:00,000 AM	GAP Third Planty	1126201963	40917 MI

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION-FLINT

In Re: JOHN A. METZGER, JR.	Case No.: 12-30292			
Debtor.	Chapter 7 Hon. Daniel Opperman			
AMERICREDIT FINANCIAL	Adv. Pro. No. 12-03052			
SERVICES, INC., d/b/a GM FINANCIAL, a foreign corporation,				

٧.

JOHN A. METZGER, JR., Defendant.

S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorneys for Plaintiff
34705 W. Twelve Mile Rd., Ste. 311
Farmington Hills, MI 48331
(248) 553-4333
Michiganlawyer@aol.com

Stephanie Satkowiak (P56695) Satkowiak & Associates Attorney for Defendant 7550 S. Saginaw St., Ste. 6 Grand Blanc, MI 48439 (810) 694-4200 satkowiaks@gmail.com

DEFENDANT JOHN A. METZGER, JR.'S ANSWER TO COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT

NOW COMES Defendant, John A. Metzger, Jr. ("Defendant"), by and through his attorney, Stephanie Satkowiak, and for his Answer to Plaintiff's Complaint in this adversary proceeding hereby states as follows:

- 1. The allegations contained in paragraph 1 are not challenged.
- 2. The allegations contained in paragraph 2 are admitted as true.

- 3. The allegations contained in paragraph 3 are neither admitted nor denied for the reason that Defendant lacks sufficient information so as to form a belief as to their truth or falsity, and Plaintiff is left to its strictest proofs.
- 4. Paragraph 4 contains multiple allegations that are not reasonably limited to a single set of circumstances. However, Defendant's answer is as follows: the allegation regarding the execution on September 19, 2007, in correlation with the attached Exhibit 1 is not challenged; the allegation that the loan was made by Huntington National Bank to Defendant is not challenged; the allegation regarding the assignment of the loan is neither admitted nor denied as Defendant lacks sufficient information from which he can form a belief as to its truth or falsity and Plaintiff is left to its strictest proofs. Affirmatively, however, Defendant challenges the February 2, 2007 date as it predates any contract entered into between Defendant and Huntington Bank. It is not identified whether the assignment attached as Exhibit 1 is a "blanket assignment." If it is suggested that the assignment is personal to Defendant, it clearly predates any relationship between Defendant and Huntington Bank, and as such, is not binding.
- 5. The allegations contained in paragraph 5 are merely a recitation of contractual information, and as such, do not require a response.
- 6. The allegations contained in paragraph 6 are neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity, and Plaintiff is left to its strictest proofs.
- 7. The allegations contained in paragraph 7 are not challenged.

- 8. The allegations contained in paragraph 8 are not challenged in as much as they recite the contents of the attached Exhibit. However, it should be noted affirmatively that the Judgment is for Claim and Delivery, and contains no allegation of fraud. In addition, the wording of the Judgment includes a statement that the document "resolves the last pending claim" between the parties.
- 9. The allegations contained in paragraph 9 are not challenged.
- 10. The allegations contained in paragraph 10, again, contain multiple bits of information that do not seem to be related to a single set of circumstances. However, Defendant's answer is as follows: the allegation regarding the conversation is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs; the allegation that Defendant received possession of the vehicle is denied as the vehicle was delivered personally to Ms. Wilson at the dealership, who was present the entire time documents were signed, and Defendant never received possession of the vehicle; the allegation as to what Plaintiff did to recover the vehicle is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs.
- 11. The allegations contained in paragraph 11 are denied as untrue. Of note, Ms. Wilson was present during the entire financing transaction, and received possession of the vehicle from the dealership. At all times, there was actual knowledge that Ms. Wilson was the recipient of the vehicle.
- 12. The allegations contained in paragraph 12 are denied as untrue. At no time did Defendant make any statement that he was purchasing the vehicle for himself. Rather,

Ms. Wilson was present during the entire transaction and left the dealership with the vehicle. Her intent to possess the car was clear to all.

- 13. The allegations contained in paragraph 13 are denied as untrue.
- 14. The allegations contained in paragraph 14 are denied as untrue.
- 15. The allegations contained in paragraph 15 are denied as untrue.
- 16. The allegations contained in paragraph 16 are denied as untrue.
- 17. The allegations contained in paragraph 17 are denied as untrue.

AFFIRMATIVE MATTERS

- 1. Plaintiff has failed to state a claim upon which relief can be granted.
- 2. Plaintiff is not entitled to any relief requested because Plaintiff has come to court with unclean hand. At all times it was made clear to the Dodge dealership that the vehicle was being purchased by Defendant, but that Ms. Wilson would be in possession of the vehicle. In fact, Ms. Wilson was present for the preparation and signing of all documents and drove off the dealership property with the vehicle. At no time was Defendant ever in possession of the vehicle, and this was a fact fully known by all involved.
- 3. Plaintiff has failed to mitigate its damages. On multiple occasions, Defendant provided information to AmeriCredit as to where the vehicle could be found and authorized repossession. AmeriCredit did nothing.
- 4. Plaintiff's claims are barred by estoppel, laches and undue delay.
- 5. Plaintiff had authorization to repossesses the vehicle, had actual knowledge of it's location and any harm caused is by Plaintiff's own contributory negligence.
- 6. Plaintiff's claims are barred because the contact is void and/or voidable.

7. Plaintiff's claims are barred by satisfaction.

8. Plaintiff's claims are barred by res judicata.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with costs and fees payable to Defendant's counsel.

Dated: March 15, 2012

/s/ John A. Metzger, Jr.

Dated: March 15, 2012

/s/ Stephanie Satkowiak Stephanie Satkowiak (P56695) Attorney for John A. Metzger, Jr.

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION-FLINT

In Re: JOHN A. METZGER, JR.	Case No.: 12-30292		
D-14	Chapter 7		
Debtor.	Hon. Daniel Opperman		
AMERICREDIT FINANCIAL	Adv. Pro. No. 12-03052		
SERVICES, INC., d/b/a GM			
FINANCIAL, a foreign corporation,			
Plaintiff,			
v.			
JOHN A. METZGER, JR.,			
Defendant.			
/			
S. Thomas Padgett (P31748)	Stephanie Satkowiak (P56695)		
DeBrincat, Padgett, Kobliska & Zick	Satkowiak & Associates		
Attorneys for Plaintiff	Attorney for Defendant		
34705 W. Twelve Mile Rd., Ste. 311	7550 S. Saginaw St., Ste. 6		
Farmington Hills, MI 48331	Grand Blanc, MI 48439		
(248) 553-4333	(810) 694-4200		
Michiganlawyer@aol.com	satkowiaks@gmail.com		
	•		

PROOF OF SERVICE

The undersigned, being sworn, states:

I served a copy of Defendant's Answer to Complaint and a copy of this Proof of Service on the following persons by electronic filing and by placing them in a postage prepaid envelope addressed to their respective addresses and depositing the envelope in the United States mail on March 15, 2012:

S. Thomas Padgett (P31748) DeBrincat, Padgett, Kobliska & Zick Attorneys for Plaintiff 34705 W. Twelve Mile Rd., Ste. 311 Farmington Hills, MI 48331 (248) 553-4333

Dated: March 15, 2012

/s/ Stephanie Satkowiak (P56695) Stephanie Satkowiak Attorney for John Metzger, Jr.

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN RE:	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof Chapter 7
Debtor.	Hon. Daniel Opperman
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	
v.	
JOHN A. METZGER, JR.,	
Defendant.	

DECLARATION OF PLAINTIFF AMERICREDIT FINANCIAL SERVICES, INC., D/B/A GM FINANCIAL IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

- I, Amy Parker, declare, state, and say as follows:
- 1. I am employed by AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Legal Specialist and have been so employed since 2006. I am making this Declaration on behalf of Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial.
- 2. The statements made in this Declaration are true and correct. If I am called to testify regarding the statements made in this Declaration, I am competent to do so. The statements made in this Declaration are based upon my personal knowledge or a review of the books and records of AmeriCredit Financial Services, Inc., d/b/a GM Financial, which books and records were prepared, maintained and kept in the regular course of business by a person with knowledge at or about the time of the events or occurrences that are referenced in the records as having occurred or happened.

- 3. On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a loan assignment dated November 13, 2007, between Huntington National Bank and AmeriCredit Financial Services, on November 13, 2007, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.
- 4. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.
- 5. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.
- 6. In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.
- 7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

- 8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.
- 9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.
- 10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.
- Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit

manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office,

simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

12. Further, the Retail Installment Contract that was signed by Defendant John Metzger to purchase the 2006 Dodge Stratus was made payable to Huntington National Bank; a copy of that contract is marked as Exhibit 1 and attached hereto. That contract that Defendant John Metzger signed on September 19, 2007, which is made payable to Huntington National Bank, was sold and assigned to Plaintiff AmeriCredit on ________. The particular documentation evidencing the assignment of the John Metzger Retail Installment Contract is marked as Exhibit 4 and attached hereto.

I declare under penalty of perjury that the above statements are true to the best of my information, knowledge and belief.

amy factor

FURTHER DECLARANT SAYETH NAUGHT.

Dated: 3/00/12

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	DESTRUCT UNLESS ON DESTRUCTION OF THE STREET AND TH	(the 'Dealer', which series to the terms, sign your name below. Each of your's responsible both spoke).
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	See the other parts of this agreement and any duties of the security interests. but before the scheduled date, prepayment penalties, and security interests.	
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	D N/A B/O	Any other property described in the Security Section disclosed above, disclosed, which you agree to knop at the location disclosed above,
	N/A 599.00	* Any proceeds of the vertices of that property
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	Your promise to pay By signify this agreement, your promise to pay us all of the following: By signify this agreement, your promise to pay us all of the following: The principal amount of this loan as provided in this agreement, Daily simple interest on the conject delaraces of the principal amount from Last as free principalities of the interest rate as provided in this agreement.	Signature to Green's Security Immenses usery. The pisation signified in this Door, is In Circumsternia or Imperior to the Immenses of the Imm
	 Daily cample interest on the unpertiouslands at the process attended in the agreement. Other charges due as provided in this agreement. • Other charges due as provided in this agreement.	person is an owned in the collection in the provision of interest in the collection. This person is subject to an of the provision of interest in the collection in the process.
	 Other charges due ha provided in an argument of at any of our banking offices. You must pay us at the address we tak you or at any of our banking offices. Interest begins to accurate on the date of this agreement. Daily simple historic means that interest is charged exich day after applying any payments you have bendere. 	ol colintered) principal, interrest po other charges due.
		Signalura:
	Regiment schedule. You agree to my the least schedule starw in the you agree to my the lean according to the payment schedule starw in the lederal disclosures above. However, he first personal arrows the me to the only an estimate. On the line in prepared to set, or prepared to set, or prepared to the set of the set of the set of the set of the option of the set of the set is set of the set of the you say like, incur other charges or if other septimate are above others, it you say like, incur other charges or if other septimate are desired. The presented by the septement picture is not transported to the set presented by the septement picture is not transported to the set presented by the septement picture is not transported to the set presented by the septement picture is not transported to the set presented by the set of the set of the set of the set of the set set of the set of the s	Typed Name of Signer.
	is only an estimate. On the principal amount and any accound but unputd butstanding belance of the principal amount and any accound but unputd butstanding belance of the principal amount and any account but butstanding belance. The payment schedule is the todard discourse.	NOTICE
	is based on the assumption that we mealer stan payment in the deal in you lize that the charges or if oner assumits are added to you loan as you say late, many other charges or if oner though the follows the manual of their charges with	ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEFOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SER VICES OBTAINED WITH THE PROCEED HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY
	permitted to the collection, the lineal payment amount could be significantly more than the permitted shown in the payment schedule above.	THE DEBTOR COULD ASSEN AGAINED WITH THE OF GOODS OR SERVICES OBTAINED WITH THE
	and do composite are due on the same date of the month as the first perment, or on the land day of any month that clear not have a consumeding also. You give that we may any) month that clear not have a consumeding also. You precipital services sometimes and permenting leads to nerrad internal, and than in the precipital services sometimes are one consumed to the consumer and the consumer to we accelerately permenting on our consumer and precipital products the or accelerately permenting the other consumers and precipital products. That payment is we accelerately permenting the following businesses day.	PROCEEDS HEREOF, RECOVERY HEREONTS PAID BY
	agree that we may apply all paymonts light to barried methal, say we determine, properly amount ender other charges and amounts owed as we determine, properly and another other charges and amounts owed as we determine.	THE DEBTOR HEREUNDER. You agree that this notice applies only if the consumer purpose block You agree that this notice applies only it constant and grity if you use the
	it we receive any payment star our tracets sometimes day. will be considered received on the following business day.	THE DEBTOR HEREUNDER. You ogras that this prote a applied party if the consumer purpose block under College and this prote a applied to the college of the large college and the large college and the college of the co
	Additional products and services (such as extended service protection, Additional products) and services (such as extended service protection, Additional products) and services (such as extended services) and products and services affected by the beakeys are disquired to obtain this loan. If you want any of these products or services from the sequent services the cost to be indeeded in the services of the	THE ADDITIONS LOW
	warmany, court across affered by the Dealer) are not required to obtain this products and services affered by the Dealer and or services from the Dealer and want from the Dealer and want	to you, For your
	the cast to be included in the amount financial, the cost will be snown in the Remization of amount financial section of this agreement. Boter to the Remization of amount financial section of this agreement. Boter or	Install it a we have asked Desir to complete and obtain convenience, so not the agreement. No employe and your algrane, so on this agreement, No employes or your algrane of Desirer is sutherized to () agree to any terms that are buconsistent with the terms of this ions, (ii) tente into a side agreement that affacts this ions, of this enter into the near any of the preprinted provisions of this
	policy, currences, compact or other scattermental probabilities about the the compacty providing the product or sendes for more information about the the configuration. Some or all of the cost for any additional products and	terms that are innonsistent with the terms that is loan, or (iii) enter into any side a greenent that affects this loan, or (iii)
		enter into any side a greenment that attacts us local, a this after or change any of the preprinted provisions of this agreement. No oral promises or agreements between you and bester about this toen are entorceable.
	Assignment of the ingressions	
	We have the right to easign the agreement without your consent or approved. Anyone to whom we need in this agreement has all of our rights, unless we retain some of those rights or rights are reassigned to us. If we adopt the agreement, we may ad as again the representative to the assigned or the representative to the assigned of the representative to the assigned of the representative, you give that we may	We may use part of the interest rate you pay to compensate Dealer for amanging this loan. As a result, your interest rate in excess of the minimum we require may be negotiated in excess of the minimum war require may be negotiated.
	agraement, we may so as agrees an expression to you agree that we may be less that you agree that you never the less are greated to give a green that you agree that you exercise in our own tame or behalved to get you agree that you are the less are you agree that you are the less are you agreed to get the less are you agreed to get a green to get the green that you agree the subtractly grained to get a green to get a green the green that you agree to get a green to get the green that you agree to get a green to get the green that you green the green and green the green that you otherwise.	with Dealer, but is little of the special control
	with respect to the rearrange controvers. You should continue to make all to us so agent or other representative. You should continue to make all to us so agent or otherwise.	NOTICE TO COSIGNER You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will before you do. If the portower doesn't pay they have to, and that
	payments due anone and agreement in the way and any most of the same and agreement in a fight of ani-off. This means that we may apply any most of in any	have to, be sure yet con an amendation
	Set-off We have the light of set-off. This means that we may apply any mortey in any deposit account with us on which your name appoints as being or co-owner to the payment of the amount you owners which is due.	you want to accept this responsibility. You may have to pay up to the full amount of the debt if the
	Other terms If we linance of pay for any credit, preparty or other insurance, debt	You want to accept this responsibility. You may have to pay up to the full amount of the debt il the borrower does not pay. You may also have to pay late tees to collection costs, which increase this amount, or collection costs, which increase this amount.
	Other hormal It we lineare or pey for any readity, presently or either instrument, dib a cancellation, cloth suppression with company, wherever, CAP exemples, or any other persons of the company of the company of the company of or largest pits and provided or services in peyment of the amount year owner. If some of your permission and peak disk, Wa, and the Dester, clother come what from other produces or services in peyment of company of come what from other produces and it and contained to come what from other produces and it and contained to come what from other produces and it and contained to come what from other produces and it and contained to contain the contained of the contained of the contained of the contained of the contained of the contained of the contained of the contained of the contained of the contained of the contained the contained the contained t	1 The brief can collect this depthon you wanted
	even if zone of your payments are past due. We, and/or Dealer, may receive even if zone of your payments and paydoes sold in connection with this ican.	collect from the borrower. The bank can use the same collection the borrower, methods against you that can be used against the borrower.
	You walve propertions to the extent out recobblided by applicable isw.	methods against you that can be used against the borrowon methods against you, garmishing your wages, etc. If this debt is such as suing you, garmishing your wages, etc. If this debt is ever in default, that lack may become part of your credit record.
	We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or others than or in the lutine. We may enforce this agreement against your exists. Except when otherwise may enforce this agreement against your exists. Except when otherwise the control of the control of the control of your will constitute.	This notice is not the contract that makes you kante for the tisk.
	may entrore the agreement against your estate. Except when otherwise required by applicable law, notices a your or any one of you will constitute police to all of you. In addition to the rights we have under this agreement, police to all of you. The drinks available to use if you or in south.	NOTICE OF ABBITIATION PROVISION THIS AGREEMENT CONT ARMS AN ARRIFATION PROVISION WHICH ARREST TO A CONTROL AND ARRIFATION PROVISION WHICH ARREST TO BROULD READ THE ARRIFATION PROVISION CARRIELLY FYOU BY OLD READ THE ARRIFATION PROVISION OF THE MAN ARMS ALLOWED OF THE ACT OF THE ARMS AND ARM
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	Governing law The improst rate, loss and charges, and other terms of this agreement are The improst rate, loss and charges, and other larms of this agreement are	CAREFULLY: F YOU DO NOT HEAR! HE A SUBSTANTIAL IMPACT IN THE MAKINER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT IN THE MAKINER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT.
	governed by leders law, However, to the other leders to be incorporates state tank, the law of the state of Chio shall be replicable.	ON THE WAY IN WHICH YOU THER OR CERTAIN OTHER THIRD PARTIES.
	epplicable. This egreement is continued on the reverse side. All of the provisions on both all	des of this document are part of this agreement.
	This agreement is communed on the rewards make. As of the provisions of con- administration of the basis persons on early signing below is responsible for pBying and other of this more (inductions that belowing breaken on the reverse side) in	o this loan in tull. You acknowledge that you have acknowledge that Dawler has given and agree to be bound by its entitie. You also acknowledge that Dawler has given
	both sides of this page (match by the hother) or hother year a copy of our Calobianer Indoormation Privacy Notice. Individual Borrower Signature (s).	des of this document are part of this agreement, piles less in this. You acknowledges that you have read this entim agreement on diagree to be bound by its entrue. You also acknowledge that Dealer has given Corporation or Other Business Emitty Spinishine
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Dating of mailing

MC 39



LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The clumington National Bank
Signature of Authorized OFFICER:
Print Name of Authorized OFFICER: ANDY OHLER VILE PRESIDENT
Date: 11 6 107
ASSIGNEE: AmeriCredit Financial Services, Inc. AmeriCredit Consumer Loan Company, Inc.
Signature of Authorized OFFICER:
Print Name of Authorized OFFICER: Low & Ear Wall of SUP
Date:

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	NUMBER AND TRANS						
983	09/29/07	438400097	20072721220540	10/5/2007 12:00:00.000 AN	GAP Third Party	1105000820 1012208433	48574 KY 49021 NY
964 984	09/29/07 09/29/07			10/5/2007 12:00:00.000 AM 10/5/2007 12:00:00.000 AM		1157905063	31948 GA
983	09/29/07			10/5/2007 12:00:00.000 AM		1042000497	30124 OH
964	09/29/07			10/5/2007 12:00:00:000 AN		1012206395	18530 NY
983	09/29/07			19/5/2007 12:00:00.000 AM		1084104748	75560 IN
963	08/29/07			10/5/2007 12:00:00.000 AM		1105304484	83036 TN
984 983	09/29/07 09/29/07			10/5/2007 12:00:00:000 AN 10/5/2007 12:00:00:000 AA		1012206325 1010104548	84761 NY 36114 OH
984	09/29/07			10/5/2007 12:00:00 000 AN		1012206395	18530 NY
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983	09/29/07			10/6/2007 12:00:00 000 AM		1012106034	28211 NJ
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983 983	09/29/07 10/01/07			10/5/2007 12:00:00:000 AM		1106102934 1106208364	48073 IN 38802 TN
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983	10/01/07			10/5/2007 12:00:00.000 AM		1012106351	38469 NJ.
984	10/01/07			10/6/2007 12:00:00,000 AM		1167003182	15428 FL
963	10/01/07			10/5/2007 12:00:00.000 AN		1084004683	14295 IN
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963	(0/01/07	436400436	20072741326500	10/5/2007 12:00:00,000 AN		1021002186	67802 OH
983	10/01/07			10/5/2007 12:00:00.000 AN		1010100067	36067 OH
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883	10/01/07			10/8/2007 12:00:00.000 AN		1105405850	15441 KY
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983	10/01/07	438400576	20072741901420	10/5/2007 12:00:00,080 AM	GAP Third Party	1012006607	17284 PA
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963	10/02/07	436400642	20072751420130	10/5/2007 12:00:00 000 AN	GAP Third Party	1105005374	15752 KY
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863	10/02/07			10/5/2007 12:00:00.000 AN		1042305683	15438 WV
983	10/03/07			10/5/2007 12:00:00.000 AM		1094004990	30967 IN
983	09/27/07			10/5/2007 12:00:00.000 AM		1021008122	34778 OH
984 983	10/03/07 10/03/07			10/5/2007 12:00:00:00:000 AN		1012206395	18530 NY 90758 TN
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883	09/05/07			19/9/2007 12:00:00,000 AM		1031108665	21238 PA
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663	09/18/07			10/9/2007 12:00:00:000 AM		1084001136	14,116 IN
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983 983	09/19/07 09/19/07			10/9/2007 12:09:00.606 AM 10/9/2007 12:00:00.000 AM		1042704509 1010100214	29818 OH 36155 OH
983	09/20/07			10/9/2007 12:00:00:000 AM		1105000638	48140 KY
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862	09/21/07			19/9/2007 12:00:00.000 AM		1126206444	30809 MI
984	09/21/07	436427959		10/9/2007 12:00:00.000 AM		115/103212	33063 FL
883	09/21/07		20072641548340	19/9/2007 12:00:00,000 AM	GAP Third Party	1031105613	39600 PA
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963	09/22/07	436428007		10/9/2007 12:00:00:000 AM	GAP Third Party	1021001431	28002 PA 57119 OH
983	09/22/07	436428023		10/9/2007 12:00:00,000 AN	HNB Gap	1021001502	87817 OH
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984	09/23/07						
984 983	09/24/07	436428056	20072862026330	10/9/2007 12:00:00:000 AM	GAP Third Party	1010100179	63503 OH
964 963 984	09/24/07 09/24/07	436428056 436428064	20072862026330 20072671340080	10/9/2007 12:00:00:000 AM 10/9/2007 12:00:00:000 AM	GAP Third Party	1010205218	542 AZ
984 983	09/24/07	436428056	20072862626336 20072671340080 20072871555210	10/9/2007 12:00:00:000 AM	GAP Third Party		

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman
Adversary Proceeding
Case No. 12-03052-dof
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STATEMENT REGARDING CORPORATE OWNERSHIP OF AMERICREDIT FINANCIAL SERVICES

The following entity directly or indirectly owns 10% or more of any class of the corporation's equity interest:

AmeriCredit Corp. 801 Cherry St., Suite 3900 Ft. Worth, TX 76102

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: ______

S. Thomas Padgett (P31748)

DeBrincat, Padgett, Kobliska & Zick

Attorney for Plaintiff

34705 W. Twelve Mile, Ste. 311

Farmington Hills, MI 48331

(248) 553-4333

Michiganlawyer@aol.com

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN FLINT DIVISION

IN RE:	
JOHN A. METZGER, JR.,	Case No. 12-30292-dof
	Chapter 7
Debtor.	Hon. Daniel Opperman
AMERICREDIT FINANCIAL	Adversary Proceeding
SERVICES, INC., d/b/a GM	Case No. 12-03052-dof
FINANCIAL, a foreign corporation,	
Plaintiff,	
v.	
JOHN A. METZGER, JR.,	
Defendant.	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 1 , 2012, true and correct copies of Plaintiff's Motion for Summary Judgment, Memorandum of Law, Notice of Filing of Motion, Declaration of Plaintiff, Statement Regarding Corporate Ownership, and proposed Summary Judgment were served upon the following party electronically:

Stephanie Satkowiak, Esquire 7550 S. Saginaw St., Suite 6 Grand Blanc, MI 48439 satkowiaks@gmail.com

Dated: 41112

S. Thomas Padgett (P31748)

DeBrincat, Padgett, Kobliska & Zick

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